



ALAMEDA COUNTY
CONGESTION MANAGEMENT AGENCY

1333 BROADWAY, SUITE 220 • OAKLAND, CA 94612 • PHONE: (510) 836-2560 • FAX: (510) 836-2185
E-MAIL: mail@accma.ca.gov • WEB SITE: accma.ca.gov

MEMORANDUM

TO: Interested Consultants and Community Based Organizations

FROM: Diane Stark, Senior Transportation Planner

DATE: August 15, 2003

**SUBJECT: RFP FOR THE DYNAMIC RIDESHARING PROGRAM
TRANSPORTATION PLAN**

This is to notify consultant firms that the Alameda County Congestion Management Agency is in the process of soliciting proposals for Dynamic Ridesharing Program that will take place at the Dublin/Pleasanton BART Station and possibly one other appropriate site.

The attached Request for Proposals describes the services required. If you are interested in providing this service, please submit a response by 3:00 p.m. on Monday, September 15th, 2003. A pre-bid meeting will be held at the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

Questions regarding this request should be directed to Diane Stark at 510/836-2560. Firms are encouraged to attend the pre-proposal meeting August 28th. The intent of the pre-proposal meeting is to respond to all questions regarding the study and CMA proposal requirements. Additional information on the Community Based Transportation Plan will not be provided after the August 28th pre-proposal meeting.

file: Dynamic Ridesharing

**REQUEST FOR PROPOSALS
For
DYNAMIC RIDESHARING**

by the

Alameda County Congestion Management Agency

RESPONSES DUE

3:00 p.m. Monday, September 15, 2003

Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

**REQUEST FOR PROPOSALS (RFP)
for**

DYNAMIC RIDESHARING

INTRODUCTION

The Alameda County Congestion Management Agency is undertaking a dynamic ridesharing pilot project at up to two locations including the Dublin/Pleasanton BART Station. Dynamic ridesharing is a fundamentally new travel option that uses web-based and telephone-based systems to allow users to find carpool partners on a “real-time” basis, that is, close to the time that users need to travel. Dynamic ridesharing also provides reserved parking spaces. Dynamic ridesharing differs from traditional ridesharing that requires more formal, fixed arrangements made well in advance of the traveler’s departure time. This pilot project is the first phase of testing the dynamic ridesharing concept at one BART station and possibly one other appropriate location in Alameda County.

The dynamic ridesharing program will also provide “backup” service in the form of vans and/or taxis to provide reliability to travelers. This makes it possible to guarantee rides to users of the service. When suitable match partners cannot be found, a van or taxi can be dispatched to provide a ride.

Software to implement the dynamic ridesharing service (with both web and telephone access) has been developed by Environmental Defense, a national public interest environmental organization, and will be made available to this pilot project at no cost (although there will be going-forward expenses for operating the software and requisite hardware).¹

The design of the dynamic ridesharing system will address ease of use, convenience, reliability, safety, and benefits to individual travelers. Marketing and promotion of the project to BART patrons also will be an important component of the project.

The project will be reviewed from time to time with assigned Task Force.

Purpose of Project

This project offers travelers in congested corridors more choices. The major goals of this project are to:

- Provide new travel options on a pilot basis through electronically assisted dynamic ridesharing.

¹ A demonstration version of the web service is available at www.ridenow.org. Password “carpools2go” allows access to the site.

- Increase transit or carpooling ridership.
- Measure the impact to transit resulting from the implementation of dynamic ridesharing.
- Explore the potential interactions and synergies between road pricing and dynamic ridesharing.
- Measure the reduction in solo driving caused by dynamic ridesharing.
- Provide for the expansion of dynamic ridesharing beyond the duration of this pilot project.

Potential Benefits

In implementing a dynamic ridesharing pilot, this project will also provide valuable data on the relationship between dynamic ridesharing use and timesaving incentives. The planned location for the first phase of the dynamic ridesharing pilot project – the Dublin-Pleasanton BART station and another possible location– is accessible in part by carpool lanes. Thus, both the incentives provided by carpool lane time savings as well as the incentives provided by preferred parking will play a role in use of the dynamic ridesharing system.

Even where high occupancy vehicle lanes provide time savings, potential users of the rideshare mode face certain costs: the time and hassle of coordinating rides, the time and travel involved in picking up rideshare partners, the loss of flexibility, and the potential lack of reliability (for example, if a rideshare partner is unable to travel on a particular day). Electronically assisted dynamic ridesharing can reduce these costs, and thus make the ridesharing mode more attractive.

SCOPE OF WORK

Description of Tasks

Task 1: Refine Scope of Work

The consultant will meet with ACCMA staff to review and refine the objectives and scope of work. If necessary, the consultant will prepare a revised workscope, budget and schedule. The draft workscope will be presented to the Task Force and modified to respond to comments.

Deliverable: Revised objectives, scope of work, budget and schedule.

Task 2: Define baseline conditions

The consultant will assemble data to establish baseline conditions. Information at the candidate station and the area surrounding the candidate station should be collected. This would include information about current ridesharing options and use, congestion, access to the station, parking conditions and availability, and the number of potential users in study area. This task will include an evaluation of site locations for the pilot program in up to two locations, including the Dublin/Pleasanton BART station, and a possible other site, which will be evaluated in terms of its appropriateness as a candidate site, such as availability of parking. The evaluation will be narrowed down to a recommendation of one or two pilot project sites. Proceeding with the final

one or two site locations will require Alameda County Congestion Management Agency's written approval.

Deliverable: Baseline conditions report

Task 3: Develop Implementation Plan

The consultant will prepare a detailed Implementation Plan describing how the Dynamic Ridesharing Program will be implemented. The Implementation Plan should identify:

- likely users,
- the registration process,
- the steps for obtaining a ride,
- how the program would be administered on a day to day basis, including collecting feedback from participants on program operations,
- any back up systems in case a ride is missed,
- what equipment would be needed to operate the program, who would provide it, and where it would located,
- what incentives would be offered to riders participating in the program and how they would be distributed, monitored and enforced
- how the program would be marketed and what materials are needed
- what coordination is anticipated by other public agencies

Deliverable: Implementation Plan

Task 4: Implement Dynamic Ridesharing Program

The consultant will implement the Dynamic Ridesharing Program. Implementation will include marketing, administering and monitoring the program. Monitoring reports will be provided on a monthly basis and should include at a minimum a summary of marketing activities, number of people registered, number of matches made, number of rides provided, any problems encountered and recommendations for correction. The Pilot Program is expected to last approximately twelve months starting May 2004.

Deliverable: Monthly Progress Reports

Task 5: Evaluate Dynamic Ridesharing Program

The consultant in conjunction with the Task Force will evaluate the effectiveness of the Dynamic Ridesharing Program against the project purpose. The evaluation should include at a minimum a before and after study of users and service conditions at the candidate station and the surrounding area, an estimate of how many single occupant vehicles were removed from the roadway network, the impact to transit and ridesharing, a critique of the software and recommendation for ways to improve it, and suggestions on how to improve the overall program should it be expanded.

Deliverable: Evaluation of the Dynamic Ridesharing Pilot Program

Task 6: Administrative, Draft and Final Report

The reports will consolidate all technical memorandums into one administrative draft, draft and, after comments are responded to, one final report. Comments received on all technical memorandums and draft reports will be incorporated. The consultant will prepare 20 copies of the administrative draft and 70 copies each of the draft and final versions.

Deliverable: Administrative, Draft and Final Report

Task 7: Presentation and Meeting Attendance

ACCMA staff will facilitate group discussions for the Task Force. Members of the consultant team are expected to be available as support to ACCMA staff during meetings throughout the study and may be called on to make presentations. This group will meet monthly for the duration of the study. The consultant team should be available for all Task Force meetings and one additional meeting as needed.

IV. BUDGET

The ACCMA is seeking cost competitive proposals. The budget for the scope of work as described shall not exceed \$95,000. Proposals that exceed this limit will be considered not responsive to the RFP.

V. SCHEDULE

Release RFP	August 15, 2003
Pre-Proposal Conference*	August 28, 2003, 2:00 p.m. at Alameda County CMA, 1333 Broadway, Suite 220, Oakland, California
Proposals Due	September 15, 2003 at 3:00 p.m. , Alameda County CMA, 1333 Broadway, Suite 220, Oakland, CA 94612
Interviews	Tentatively scheduled for the week of September 22, 2003
Consultant Selection	Anticipated for week of September 29, 2003
Administrative Draft	August 2004
Draft Report	September 2004
Final Report	October 2004

* A Pre-proposal conference will be held on August 28, 2003 at 2:00 p.m. at the Alameda County Congestion Management Agency office to review the scope of work and any other pertinent components of the RFP. Attendance at the Pre-proposal conference is mandatory. Any additional information on the Dynamic Ridesharing Program Pilot Study, Phase 1, provided after the Pre-proposal conference will be distributed in writing to all interested parties who attend the conference. No verbal responses will be made.

VI Proposal Contents

Your proposal should be limited to a total of 50 pages including resumes. In order to be considered complete, the following information shall be provided:

1. *A transmittal letter* signed by an official authorized to bind the consultant. The letter shall contain a statement to the effect that the proposal is a firm offer for at least a ninety-(90) day period.
2. *A title page* showing the RFP subject, name of the proposer's firm including sub-consultants, local address, name and telephone number of contact person, and the date.
3. *Table of Contents*
4. *Overview and Summary.* This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken.
5. *Workplan and Schedule.* This section should include a description of how each task of the project will be conducted, identification of deliverables, and schedule. The consultant should include additional details such as study deliverables, expected sequence of tasks and important milestones. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project.
6. *Management Approach.* This section should describe the consultant's approach to management of the work. If the proposal is a team effort, the distribution of work among the team members should be indicated. Projects on which the team has worked together in the past should be identified. This section should discuss the consultant's organization for this project, how the work assignments are structured, and the staffing. The staffing discussion should include the names and a brief summary of the qualifications of the key personnel. A chart showing the amount of time each key team member is devoting to the project should be included. The consultant shall describe the role of any subcontractors, with a description of the subcontractors' specific responsibilities.
7. *Qualifications of the Team Members.* This section should include the resumes of the team members assigned to the project. The resumes should highlight any experience with significant corridor studies with an emphasis on transit alternatives, and involvement with multiple jurisdictions.
8. *Qualifications of the Firm.* This section should provide a short description of previous projects that significantly relate to the consultant's qualifications for this particular project. The description should identify the role of key personnel assigned to conduct the study. Provide a list of up to three former clients for whom the consultant firm has performed services similar to those described in this RFP, along with names and telephone numbers of persons who may be contacted as references. Similar information is required for any subcontractors included in the proposal.
9. *Cost Proposal.* This section should provide a detailed description of the expected expenditure of funds for the work described above, by task.

VII Consultant Selection Process

A panel representing, BART, MTC, Caltrans and the ACCMA will review written proposals submitted on time and considered complete. The panel will evaluate the proposals and select the best for an oral interview, at which time, the selected proposers will be requested to make a formal presentation. The panel will recommend one consultant from those interviewed. The ACCMA reserves the right to reject all proposals or suggest different team participants. The ACCMA has ultimate authority for approval of the contract.

Each proposal will be evaluated according to the following criteria:

- Consultant's understanding of the purpose and requirements of the project.
- Quality of the Work Plan
- Experience of the key personnel assigned, including relevant experience with multi-jurisdictional corridor studies.
- Qualifications of the consultant firm
- Cost
- CMA's DBE requirements. The draft Disadvantage Business Enterprise goal is 24%. This is subject to change after a mandatory 45 day public review, which will end September 9, 2003. Consultants will be informed of any changes to the draft DBE goal.

VIII Submittal Deadline

An original and ten (10) copies of the proposal are due at the offices of the ACCMA by September 15, 2003. Proposals should be sent to the attention of:

Ms. Diane Stark
Senior Transportation Planner
Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612

IX General Conditions

A. Limitations

This RFP does not commit the ACCMA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Rejection of Proposals

The ACCMA reserves the right to reject any or all proposals.

C. Award

All finalists may be required to participate in negotiations and to submit such price; technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical perspective.

D. Workscope Modifications

The ACCMA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

E. Contract

A sample contract is shown in Exhibit A. It is expected that the terms of the contract will be acceptable to the consultant.

F. Levine Act

Selected consultants may be required to disclose on the record any contribution of \$250.00 or more, which they have made to a ACCMA Board member within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution, which needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to the CMA Executive Director, Dennis Fay. If required, this information will need to be provided before the CMA can approve any contract.

Appendix A
Description of Dynamic Ridesharing Software and Implementation
Requirements

Overview of Dynamic Ridesharing Service Operation, Design and Architecture

A. User Requirements/Assumptions

The following are required to participate in the Program:

- Participants have a credit card to register
- Participants have a cell phone (for afternoon trips only. No cell phone requirements for morning trips)
- Service is provided during the a.m. and p.m. peak periods (time to be determined) and not during midday, evenings, and nights.
- Participants must be willing to wait at least one train for a ride match to their home destination before a back-up ride will be provided.
- Participants are asked to be flexible during the demonstration program and provide feedback on their experience.

B. Users' Perspective

Users go through four steps to use the service:

Step 1. Registration – one-time only. Users register – either on the web, via mail, or via telephone with a human operator – their basic ride information, including their home address and the times they typically want to arrive at work in the morning and leave in the afternoon. Once users are registered, the system will remember their data.

Requirements for registration have not yet been specified. If registration occurs over the web, it is possible to require that users identify themselves with a valid credit card. This provides some assurance that only legitimate users of the system will register. Users could also register at the station. With increasing popularity, two additional requirements can be considered: a valid driver's license (or California identification for non-drivers), and proof of insurance for drivers.

Registration is a one-time setup step.

Step 2. Request a ride match.

Mornings. Either the day before or the same morning when a user wants to ride or drive to the station, the user makes a match request. This can be done either on the web or via automated phone call (interactive voice response). The automated phone call is simple enough to be implemented with touch tones: the user must identify themselves (caller ID is used to simplify this), and enter the time at which they wish to arrive at the station.

The system collects all ride requests for a particular train departure time. At pre-specified times (corresponding to train schedules, but approximately a half-hour before the train departure time) ride matches are “announced.” This announce time occurs as late as one half-hour before the train departure time in order to allow users the most time to request matches. This also lets the computer match algorithm choose among the greatest number of available travelers, which allows the arrangement of the most efficient matches.

Afternoons. In the afternoon, users will make match requests once they are on board a train. With cell phone touch tones they will identify what station their train will next arrive at. Using this information and the current time, the system can identify the train the user is on and its expected arrival time at the destination station.

Step Three. Matches announced.

Mornings. Once the system has made ride matches for a particular departure time users can find out whom their ride match partners are. They can either access the system on the web or call in to the automatic telephone system. In addition, the system can make automated telephone calls to users, send email, and send cell-phone text messages.

Afternoons. A couple of minutes before a train arrives at the destination station, the system matches riders and drivers. These matches are then displayed on monitor screens in the station.

Step Four. Confirm rides and go. In the morning, users will be expected to confirm that they will ride or drive at the appointed time. They may do this with the automated system, or they may do this directly by calling their rider(s)/driver. In the afternoon, once riders and drivers have viewed the monitor screens they can meet their match partners at pre-arranged spots at the station.

A human operator will assist anyone who has difficulty in meeting his or her rider or driver, and arrange for backup service as necessary. It is anticipated that the system would be automated so that human operators are used minimally. Human operators will be available during the a.m. and p.m. peak service periods. These service periods are yet to be defined.

C. System Design and Architecture

There are two modes of user access to the system: via the web, and via an interactive telephone voice response system. Web access is implemented via a standard server side scripting language (PHP) that can be implemented on both Linux- and Windows-based servers, among others. (The current demo web site – www.ridenow.org – is running on a Linux server.) The telephone system requires a standard Windows-based PC (not necessarily a server).

Both the web pages and the telephone system access a standard database system (MySQL) that can again reside on either a Linux- or Windows-based machine (among others). Communication among the web, telephone, and database systems occurs over standard network (local-area or wide-area/Internet) connections. (Currently, the database system resides on the same Linux machine as the web server.)

The database contains user information (from the “registration” step described above) and information on each ridematch request. Periodically the ridematch “engine” (the computer algorithms that match drivers and passengers) queries the database for current ridematch requests, and places into the database the ridematch results that the engine produces. From there, these results are accessible to users via either the web pages or the telephone system.

The ridematch engine is very flexible, and accounts for geographic information, including the locations of freeway onramps, as well as the number of seats available in a car, whether users have a “window” in which they can arrive at or leave work (plus or minus 15 minutes, say), etc. The ridematch engine is implemented in Fortran 77.

The web page system also accesses – via standard Internet connections – a credit card authorization service, a geocoding service (to provide the latitude and longitude of address or intersection locations), and a mapping service (so that users can verify that their location is properly identified).

Implementation Requirements

Operation of the system requires implementation of the components presented here. Customization of web server, database server, and interactive voice response systems that implement the functions of the dynamic ridesharing service has already been completed. These customizations will be made available to the implementer of the dynamic ridesharing pilot project. The implementation of the “ridematch engine” has also been completed, as have scheduling scripts that coordinate execution of these various software components.

All of these software customizations are proprietary and will be provided under limited-use agreements.

Software and Hardware Systems

- Web server and Internet connectivity. Web-server customizations to be provided are specific to the PHP scripting language. (See www.php.net.)
- Database server and network connectivity. The database customizations to be provided are specific to MySQL. (See www.mysql.com.) The database server may co-reside with either the web server or the interactive voice response system.
- Interactive voice response system and network connectivity. The software customizations to be provided are specific to the Active Call Center system. (See www.sunny-beach.net.) This system requires a Windows machine (either Windows 2000 or XP) and a compatible telephony board.
- Scheduling. Execution of scheduling scripts must be implemented on each server. The scheduling scripts have been implemented in Bourne Shell and PHP scripting languages.
- The interactive voice response system requires an add-on module that provides text-to-speech conversion to .wav file output.
- Telephone lines. Toll-free telephone access should be provided in the calling area of the origin-destination station. At a minimum four telephone lines (for both incoming and outgoing calls) should be provided, with possibility for expansion should system usage so require. It is anticipated that the system would be automated so that human operators are used minimally. The phone call volume will be monitored to determine if the phone lines are too busy to handle all the calls. If so, additional lines will be added.
- In-station monitors. One or more monitors with Internet connectivity must be provided at the origin-destination station to announce ride matches in the afternoon.

- Reliability/backup. The consequences of system outages on any of the component systems – web server, database server, and interactive voice response system – are severe. Not only can ride match service not be provided during an outage period, but there is a risk of permanent user defection/return to solo driving. Thus, provision for backup/redundant servers should be made, including web service with an alternate ISP, and telephone service from an alternate phone number.
- Geocoding service. A service that can provide longitude and latitude coordinates that correspond to user-provided street addresses or intersections must be retained.
- Mapping service. A service that can provide maps that correspond to user-provided locations should be retained.
- Credit card verification service. If credit card verification is required, then a service to provide verification must be retained.

Staffing and Service Requirements

- System administration. Proper functioning of the hardware and software systems must be monitored and maintained.
- Telephone registration operator. During the pre-operational marketing and promotion phase, and during an initial operational period, an operator will allow users to register via telephone during normal business hours.
- Telephone assistance operator. During morning ride match operation an operator should be available to provide assistance to users.
- In-station booth/kiosk. A booth or kiosk at the station provides a location for monitors to display ride matches in the afternoon, and a location for the concierge/operator to assist users with homebound matches and backup rides as necessary.
- In-station concierge/operator. During afternoon ride match operation the in-station booth or kiosk should be attended. The concierge/operator will assist users with homebound ride matches, provide for backup rides as necessary, and provide information and registration assistance to prospective users.
- Administration of guaranteed rides. When a backup ride is necessary, remuneration to ride providers must be administered.

**Appendix B
Sample Contract**

CMA #A02-00__

SAMPLE CONTRACT

AGREEMENT

between the

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

and

This AGREEMENT is made and entered into on the signature page below, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency ("CMA") and _____ [a _____ (state) _____ corporation] [a _____ (state) _____ partnership] [a _____ (state) _____ limited liability company] [a sole proprietorship], with a place of business at _____, _____ (City) _____, CA, ("CONSULTANT").

RECITALS

WHEREAS, CMA has defined and developed the _____ [describe project] ("PROJECT");

WHEREAS, CMA desires to secure [professional services / describe] necessary for said PROJECT; and

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

CMA hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

ARTICLE I

A. GENERAL.

1. The "PROJECT," which is the subject of this AGREEMENT is more particularly described in Appendix A, "Detailed Scope of Work," attached hereto.

2. Scope of Services. Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in Appendix A, which is attached hereto and incorporated herein by reference and as further defined in Appendix D, "Project Cost Proposal" which is attached hereto and incorporated herein by reference.

3. CMA's Representative. CMA hereby designates its [Executive Director] to be its representative in administering all matters relative to the AGREEMENT. CMA's Representative may delegate authority for specific matters to other staff members or other consultants.

4. CONSULTANT's Representative. CONSULTANT hereby designates _____ to represent CONSULTANT with full authority under the AGREEMENT.

5. CONSULTANT's Identity and Personnel. _____ will be the key person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on Appendix B, "Key Project Personnel," attached hereto. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by CMA.

CONSULTANT and its subconsultants shall notify CMA of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, CMA shall notify CONSULTANT whether CMA will approve such changed firm to continue providing services under this AGREEMENT or whether CMA will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit CMA's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of CMA's representative.

6. Preliminary Review of Work. Where CONSULTANT is required to prepare and submit reports, working papers, etc. to CMA as products of the work described in the Scope of Work, these shall be submitted in draft form, and CMA shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

7. Appearance at Hearings. If and when required by CMA, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by CMA.

8. Responsibility of CONSULTANT. CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither CMA's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to CMA in accordance with applicable law for all damages to CMA caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

9. Inspection of Work. It is understood that authorized representatives of CMA may inspect or review CONSULTANT's work in progress at any reasonable time.

10. Suspension, Delay or Interruption of Work. CMA may suspend, delay, or interrupt the services of CONSULTANT for the convenience of CMA. In the event of such suspension, delay, or interruption by CMA or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

11. No Third Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CMA and CONSULTANT and has no third-party beneficiaries.

12. Legal Action. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

13. Survival of Indemnities. Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 8** and **Article I, Section F** of this AGREEMENT shall take precedence over

any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

14. Jurisdiction. The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

15. Severability and Survival. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Arbitration. All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final, binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator or in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the

arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 16**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

17. Attorneys' Fees. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

18. Final Acceptance. When CMA determines in its reasonable discretion that CONSULTANT has satisfactorily completed the Scope of Services, CMA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination when, in its opinion, it has satisfactorily completed the Scope of Services, and if so requested, CMA shall make this determination within three weeks of such request.

19. Term. The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of CMA as evidenced by the Notice of Final Acceptance unless terminated earlier pursuant to **Article I, Section B**, below.

20. Subcontracts. Subcontracts between CONSULTANT and other team firms and between team members firm and other lower tier subconsultants will be subject to review and approval of CMA's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

21. The services described in the Schedule of Work shall be completed on or before _____, unless such date is extended by mutual agreement of the parties.

B. TERMINATION/CANCELLATION.

1. For Convenience. CMA may terminate this AGREEMENT. If CMA terminates the AGREEMENT for the convenience of CMA, CMA shall give CONSULTANT seven (7) days

prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, CMA shall pay CONSULTANT the allowable costs incurred prior to termination, and other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

2. For Cause. If CONSULTANT fails to fulfill its obligations under this AGREEMENT and CMA decides to terminate this AGREEMENT accordingly, CMA shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, CMA may immediately thereafter exercise its right of termination.

3. Damages/Compensation. If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by CMA, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, CMA may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to CMA for reasonable costs incurred by CMA in making necessary arrangements for completion of the work by others.

4. Adjustments. If, after notice of termination for failure to perform, it is determined by CMA that CONSULTANT had not so failed and CMA nonetheless desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of CMA. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

5. Rights and Remedies. The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

6. Waivers. CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of CMA's termination for convenience as

provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by CMA and CONSULTANT.

C. REVISIONS IN SCOPE OF SERVICES.

1. Change Order. CMA's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to CMA unless the change is approved in advance by a written Change Order.

2. Extra Work. At any time during the term of the AGREEMENT, CMA may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by CMA to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by CMA. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.

D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.

1. Documents. Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of CMA upon completion of the term of this AGREEMENT whether or not the PROJECT is completed. CMA shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of CMA, and provided that CMA shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not

intended in the AGREEMENT, and for deliverables that have been changed without CONSULTANT's written approval. All documents shall be provided in both written and electronic format.

2. Confidentiality. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT by or on behalf of CMA in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of CMA, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally known to the related industry, shall be deemed confidential. CONSULTANT shall not use CMA's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of CMA. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with CMA's prior written consent.

E. CONSULTANT STATUS/SUBCONSULTANTS.

1. Consultant. In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of CMA.

2. Assignment or Transfer. Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of CMA.

F. INDEMNIFICATION.

1. Duties. CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and CMA expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

2. Responsibilities. CONSULTANT agrees to defend, protect, indemnify and hold harmless CMA, its officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "Claims") to the extent arising out of or resulting from any negligent acts, errors or omissions of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event CMA is found by a court or arbitrator to be partially liable for a Claim, CMA shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share liability.

CMA shall provide CONSULTANT an opportunity to cure, at CONSULTANT's expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by CMA and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

G. INSURANCE.

1. Comprehensive Liability. CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient cover not less than \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for Property Damage and Automobile Liability Insurance with limits not less than \$250,000.00 per person and \$500,000.00 per occurrence for property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add CMA, its officers, employees, agents, and, if applicable other permitting agencies as identified by CMA, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a.** All operations including use of all vehicles.
- b.** Blanket contractual liability on all written contracts, including this AGREEMENT.
- c.** Personal injury (in lieu of, or in addition to, bodily injury).
- d.** Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to CMA, or be

added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

2. Errors and Omissions. In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$1,000,000. Such insurance shall include the following:

a. A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.

b. Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

c. Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

3. Worker's Compensation. CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

4. Certificates. Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to CMA and provide for not less than sixty (60) days prior written notice to CMA of any cancellation.

H. PROHIBITED INTEREST.

1. Solicitation. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other

than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For breach of violation of this warranty, CMA shall have the right to rescind the AGREEMENT without liability.

2. Conflict of Interest. CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of CMA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

3. Conflict of Employment. Employment by CONSULTANT of any current officer, executive director or other employee of CMA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of CMA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before CMA, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

I. AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.

1. In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. To the extent applicable, CONSULTANT will comply with CMA's Disadvantaged Business Enterprise (DBE) Program.

J. NOTIFICATION.

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

CONSULTANT:

CMA:

ATTN: (name)
(address)

(city), CA (zip)

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

ATTN: Dennis Fay
Executive Director
1333 Broadway, Suite 220
Oakland, CA 94612-1918

K. AUDIT OF BOOKS AND RECORDS.

CONSULTANT shall make available to CMA, its authorized agents (including but not limited to representatives of the state and federal governments), officers and employees, for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to CMA, and shall furnish to CMA, its agents, and employees, such other evidence or information as CMA may require with respect to any such expense or disbursement charged by CONSULTANT.

The records described in this Section shall be retained by CONSULTANT and made available for inspection by CMA for a period of three (3) years after this AGREEMENT is terminated. The audit to determine final compensation will be accomplished by CMA within one year after completion of the PROJECT.

L. ENTIRE AGREEMENT.

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

ARTICLE II - SCHEDULE

A. SCHEDULE OF WORK.

CONSULTANT shall conform with the schedule set forth in Appendix C, "Milestone Schedule", which is attached hereto and incorporated herein by reference except as otherwise modified by the AGREEMENT. In the event it becomes necessary to Modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by CMA. When a revised schedule has been submitted to and approved by CMA, it will be substituted for Appendix C and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT's control.

B. REPORTING.

Monthly progress reports in a form acceptable to CMA, which describe work accomplished, shall be submitted with CONSULTANT's monthly billings. CMA agrees to respond to CONSULTANT's draft report submissions in accordance with the Schedule of Work.

C. DELAY.

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the "Milestone Schedule", to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT's services be delayed by any mutually agreed upon excusable cause, CONSULTANT's schedule for completion of tasks affected by such delay shall be extended as agreed to by CMA. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to CMA resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or CMA (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

D. NOTICE OF POTENTIAL DELAY.

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to CMA within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

ARTICLE III – COMPENSATION/PAYMENT

A. COMPENSATION.

Compensation by CMA to CONSULTANT will be on the cost basis set forth in Appendix D, "Project Cost Proposal."

B. AGGREGATE AMOUNT.

1. Total compensation for services to be performed under this AGREEMENT will not exceed \$ _____, including Direct Expenses but excluding taxes, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

2. The aggregate amount was computed based on Appendix A, "Detailed Scope of Work" and Appendix D, "Project Cost Proposal", of this AGREEMENT.

C. INVOICES AND TIME OF PAYMENT.

1. For all services described in **Article I** and **Appendix A**, payment is due within thirty (30) days after receipt of billing of the amount due, as prescribed in this **Article III**, for all services rendered during the month, except as otherwise provided in this **Section C**. Payment for service will represent the value of the completed scope of work as measured by expended costs to date.

2. CMA shall withhold ten percent (10%) of each progress payment referred to in **paragraph 1** above.

3. If CMA disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis, CMA shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. CONSULTANT agrees that within twenty (20) days of receipt of payment from CMA, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

5. The format of payment invoices shall be as mutually agreed upon by CONSULTANT and CMA.

6. CMA may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

7. Upon CMA's Final Acceptance pursuant to **Article I, Section A, paragraph 18**, CONSULTANT shall submit a final invoice to CMA and request final retention payment. CMA shall make final retention payment to CONSULTANT within 45 days of receipt of billing of the amount due. Final Payment shall be subject to the provisions of **paragraphs 1** and **3** above with regard to CMA's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment

on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

8. CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles are subject to repayment by CONSULTANT to CMA.

9. CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

10. If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of paragraphs 8 and 9 above shall apply to said subconsultant.

D. SUSPENSION OF WORK.

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to CMA's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

ARTICLE IV - OBLIGATIONS OF CONSULTANT

A. AUTHORIZATION TO PROCEED.

CONSULTANT will not begin work on any of the services described in **Article I** until CMA directs it in writing to proceed.

ARTICLE V – OBLIGATIONS OF CMA

A. CMA-FURNISHED DATA.

CMA will provide to CONSULTANT all relevant technical data in CMA's possession, including, but not limited to, previous reports, [maps, surveys, borings,] and all other information relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CMA.

B. ACCESS TO FACILITIES.

CMA will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.

C. TIMELY REVIEW.

CMA will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CMA deems appropriate; and render, in writing, decisions required of CMA in a timely manner.

D. PROMPT NOTICE.

CMA will give prompt written notice to CONSULTANT whenever CMA observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

Appendix A: DETAILED SCOPE OF WORK

Appendix B: CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT PERSONNEL

Appendix C: MILESTONE SCHEDULE

Appendix D: PROJECT COST PROPOSAL

IN WITNESS WHEREOF, CMA has by order caused the AGREEMENT to be subscribed by the binding authority of CMA and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

CONSULTANT:

By: _____

Name: _____

Its: _____

CMA:

ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY

By: _____

Dennis Fay, Executive Director

Recommended For Approval

By: _____

Name / Title

Approved as to form and legality:

Wendel, Rosen, Black & Dean, LLP
Legal Counsel to CMA

APPENDIX A
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

DETAILED SCOPE OF WORK

APPENDIX B
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

CONSULTANT AND SUBCONSULTANT
FIRMS KEY PROJECT PERSONNEL

APPENDIX C
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

MILESTONE SCHEDULE

APPENDIX D
to the
AGREEMENT
between the
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
and

PROJECT COST PROPOSAL